

**MEETING OF THE FORT LAUDERDALE  
COMMUNITY REDEVELOPMENT AGENCY  
8<sup>TH</sup> FLOOR CONFERENCE ROOM  
CITY HALL**

**OCTOBER 21, 2003**

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**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY (CRA)  
8<sup>TH</sup> FLOOR CONFERENCE ROOM  
CITY HALL**

**OCTOBER 21, 2003 – 4:00 P.M.**

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Chairman Naugle called the meeting to order at approximately 4:00 p.m. Roll was called and a quorum was present.

Present: Chairman Naugle  
Commissioner Teel  
Commissioner Trantalis  
Commissioner Hutchinson  
Vice Chairman Moore

Absent: None

Also Present: Acting City Manager  
City Attorney  
City Clerk  
Sergeant at Arms – Sergeant M. DiMaggio

**Milton Jones Development Corporation – Northwest Commercial Redevelopment Project**

Bob Wojcik, CRA, stated that staff was working with the developer in providing an analysis.

Commissioner Hutchinson stated that Publix was in the process of completing their review of the site and believed it was to be presented to their Board in November. She asked if that was going to be done.

Sean Jones stated that he had spoken with a representative of Publix, and the earliest it would be presented to their Board would be December.

Vice Chairman Moore asked if they had negotiated with any other stores. Mr. Sean Jones replied they had spoken with other stores. Mr. Milton Jones stated they had spoken with Albertson's and Sav-a-Lot, and had a deal with the latter store, but it had not developed. He stated since they were presently negotiating with Publix, they had not felt it would be proper to attempt any further negotiations with other available grocers. He reiterated if the deal with Publix did not work out, they would proceed and begin negotiations with other stores.

Vice Chairman Moore stated that if he was marketing something, he would not market it to one individual. He asked if the other stores had requested the documentation that Publix was now asking for. He asked further if there was any indication that communications had been held with the other stores.

Milton Jones stated that it sounded like he was being called a liar and had evidence to show that discussions had been held with other stores. Vice Chairman Moore stated

they were not going anywhere and he felt that Mr. Jones should deliver a viable product, or staff should put this property out for renegotiation so a developer could be chosen that would produce the desired product. He stated that he was not addressing Mr. Jones' integrity, but was asking staff if information had been requested of them regarding demographics for the site. He reiterated that he did not like how this property was being held, and how the CRA was maintaining the property. He stated that he wanted a competitive structure.

Chairman Naugle asked what if the CRA would discuss a timeframe with deadlines providing that things had to be done by specific time periods. Vice Chairman Moore agreed, and stated this area had waited a long time for a supermarket.

Sean Jones reiterated that they had submitted information to various grocery stores. He further stated that Publix had invited them in April to submit information so the site could be evaluated. In addition, they did not have an agreement with the City for the property and were operating in good faith with the understanding that a contract would be forthcoming in the future.

Chairman Naugle reiterated that this needed to be memorialized in a time schedule. Commissioner Trantalis stated that the actual land was not owned by anyone. Vice Chairman Moore stated if Mr. Jones felt it gave him a better chance to deliver a Publix at the site, they should be discussing the purchase of the restaurant. Mr. Jones stated they would gladly do that. Vice Chairman Moore asked if the City had met with Mr. Jones in respect to a development agreement. The City Attorney stated they had and explained that in order to have a development order three things were needed. Those items were the "what", "when" and "where". The City Attorney stated he knew the "where". He stated the "what" was a product they had proposed, and as to "when", a timetable had never been set by anyone involved.

Vice Chairman Moore asked for a development agreement to be done, but none could be done on property they did not own. He reiterated that the Commission had agreed when entering into this "no bid" situation, because of a 12-year commitment on the property, that the first thing developed at the site would be the grocery store. He further stated that other ancillary developments for the site could be reviewed at a later date.

It was announced that the next CRA meeting was scheduled for October 29, 2003 for the advisory board. A recommendation would then be made to the Commission on November 12, 2003.

Vice Chairman Moore left the meeting at approximately 4:15 p.m.

### **Jefferson Place Apartments Design Revisions**

Robert Lochrie, attorney for the developer, stated that the initial problem they had was the water line, and after meeting with staff it was decided that the line could be moved. Therefore, Oaks could then be planted. They then went before the County to get permission to plant the Oaks. Permission was granted as long as they would be located 10' from the curb. He explained the problem was that the ULDR required that 75% of the frontage of the building be built 10' from the property line. He explained their building was 10' from the property line, and there was an additional 10' from the sidewalk to the curb.

Vice Chairman Moore returned to the meeting at approximately 4:18 p.m.

Chairman Naugle stated that the requirement could be amended in an urban setting. He further stated that either the County or the City had to amend their rules.

Commissioner Trantalis asked if the tree was planted 10' from the building would it interfere with the proper growth of the tree. Robert Lochrie stated it had been told to him that it could interfere with the tree's proper growth.

Tom Chancey, arborist, stated that in situations like this often times the sidewalks are the problem. He further stated there were new methods of building sidewalks and floating them so roots could expand. He stated all the Oaks used in this City were in pots and explained it was not how deep they could go, but how wide they could spread. He explained there were three new types of Oaks, which could make this issue palatable. One was called a Cathedral Oak where they were trained to have a single leader with branches. He remarked that the problem in this City was that one could not get clearance for the trees.

Chairman Naugle asked if they used the new Cathedral Oak, they would be able to get by with the 10'. Mr. Chancey stated that the new species were growing more upright.

Vice Chairman Moore stated they needed to deal with this immediate problem, and he felt they should move the waterlines, bring in the palms, and then meet with the County and FDOT regarding planting material for the Downtown Core.

Mr. Lochrie stated they had to use native trees, but they would agree to move the waterline and replace the trees so they could proceed forward. He added that they had also looked at other types of shade trees, but Live Oaks were not permitted on Andrews Avenue.

Vice Chairman Moore stated that they were more concerned about shading the sidewalks, and were not as concerned as to the types of trees that would be used.

Mr. Lochrie advised that the County did not permit trees on the outside of the sidewalk.

**Action:** As recommended.

**Amendment to Agreement – Broward Barron, Inc. – Konover Property**

Chairman Naugle stated they had been given a last minute memo regarding this matter so a recess would be taken so that the Commission would have time to review it.

**MEETING RECESSED AT 4:24 P.M.**

**MEETING RECONVENED AT 4:35 P.M.**

Bob Wojcik, CRA, stated that on September 30, 2003 the City Commission had approved a 30-day extension regarding this matter. He stated that the City Attorney's Office had received the requested changes for the Development Agreement. He continued stating that staff recommended that the CRA authorize the negotiation of a 4<sup>th</sup> Amendment to the Development Agreement.

The City Attorney explained there were two issues left based upon the negotiations that had taken place. The second issue, which was the easier of the issues, was that they had contemplated having a lender loan the money for the project, including the acquisition and the construction. Now, they were suggesting there be two loans, one for the acquisition, and another for the construction. Therefore, amendments had been proposed for the contract for the acquisition lender, and the requirement initially included had stated if there was a default, the lender would get the property back, but they had to build the project, which had been approved. The acquisition lender balked at that requirement, and stated they did not want to build the project which had been approved, and wanted a suspension of the requirement so that whichever developer they sold it to would have the responsibility to move forward with the project. He stated that his office recommended that change be made because it was reasonable, but it would be capped at 6 months.

The City Attorney further stated that the other issue dealt with the site plan. He explained that when this project went out, the City had acquired the property and did an RFP to see what types of projects could be built at the site. A project was selected, and then negotiations began with the developer to construct the project that had been approved by the City Commission. He explained they were suggesting that the plan was a good one, but in the likely event that two years from now the market changed and they wanted to build a different project, the City was to agree to let them build an alternative concept site plan. He reiterated that this was a major change in the agreement. He did not feel they should agree in advance to approve something different since they did not know what that different project would be.

Chairman Naugle asked if that would prevent them from submitting a better idea. The City Attorney stated another concept could be considered at that time. Chairman Naugle stated he would encourage the developer to submit a different plan because he felt the present one was not good.

Charlie Ladd, developer, stated that his bank had made the comments, and they were gratified that there had been so few comments. He stated they had received the information at the same time the Commission had, and therefore, had not had the opportunity to review the information. He stated that there was a section in the agreement that dealt with modification of the site plan, and they had asked that the CRA be reasonable in considering an alternative. He explained they were not asking for approval, but only for them to consider it.

Vice Chairman Moore stated they would consider it. He stated the only reason the project would not be developed in the timeline would probably be due to the economy, and not because of the concept of the plan.

Chairman Naugle added that the reason for not accomplishing the project within the timeline could also be due to economic problems. He remarked that the other bidder was ready to proceed.

Vice Chairman Moore asked that this matter be brought to the Commission at the November 4, 2003 meeting.

There being no other business to come before this Board, the meeting was adjourned at 4:40 p.m.